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16 UNITED STATES OF AMERICA

17 UNITED STATES DISTRICT COURT

18 FOR THE CENTRAL DISTRICT OF CALIFORNIA

19 UNITED STATES OF AMERICA,

20 No. 2:22-cr-00530-DOC-1

21 Plaintiff,

22 PLEA AGREEMENT FOR DEFENDANT
23 JOSE LUIS ALONSO

24 v.

25 JOSE LUIS ALONSO, et al.,

26 Defendants.

27 1. This constitutes the plea agreement between JOSE LUIS
28 ALONSO ("defendant") and the United States Attorney's Office for the
Central District of California (the "USAO") in the above-captioned
case. This agreement is limited to the USAO and cannot bind any
other federal, state, local, or foreign prosecuting, enforcement,
administrative, or regulatory authorities.

29 DEFENDANT'S OBLIGATIONS

30 2. Defendant agrees to:

31 a. At the earliest opportunity requested by the USAO and
32 provided by the Court, appear and plead guilty to count twenty-two of
33 the indictment in United States v. Alonso, et al., No. 2:22-cr-00530-

DOC-1, which charges defendant with distribution of fentanyl in violation of Title 21, United States Code, Sections 841(a)(1), (b)(1)(A)(iv).

b. Not contest facts agreed to in this agreement.

c. Abide by all agreements regarding sentencing contained in this agreement.

d. Appear for all court appearances, surrender as ordered for service of sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter.

e. Not commit any crime; however, offenses that would be excluded for sentencing purposes under United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not within the scope of this agreement.

f. Be truthful at all times with the United States Probation and Pretrial Services Office and the Court.

g. Pay the applicable special assessment at or before the time of sentencing unless defendant has demonstrated a lack of ability to pay such assessments.

THE USAO'S OBLIGATIONS

3. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

b. Abide by all agreements regarding sentencing contained in this agreement.

c. At the time of sentencing, move to dismiss the remaining counts of the indictment as against defendant. Defendant agrees, however, that at the time of sentencing the Court may consider any dismissed charges in determining the applicable

Sentencing Guidelines range, the propriety and extent of any departure from that range, and the sentence to be imposed.

d. At the time of sentencing, provided that defendant demonstrates an acceptance of responsibility for the offense up to and including the time of sentencing, recommend a two-level reduction in the applicable Sentencing Guidelines offense level, pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an additional one-level reduction if available under that section.

e. Recommend that defendant be sentenced to a term of imprisonment of no greater than 210 months.

NATURE OF THE OFFENSE

4. Defendant understands that for defendant to be guilty of the crime charged in count twenty-two of the indictment, that is, distribution of fentanyl in violation of Title 21, United States Code, Sections 841(a)(1), (b)(1)(A)(iv), the following must be true: (1) defendant knowingly distributed any controlled substance, which was in fact fentanyl, and (2) defendant knew that it was some kind of a federally controlled substance. In this context, to "distribute" a controlled substance means to deliver or transfer possession of the controlled substance to another person, with or without any financial interest in that transaction.

5. Defendant understands that for defendant to be subject to the statutory maximum and statutory minimum sentences set forth below, the government must prove beyond a reasonable doubt that defendant distributed at least 400 grams of a mixture or substance containing a detectable amount of fentanyl. Defendant admits that defendant did, in fact, distribute at least 400 grams of a mixture or

1 substance containing a detectable amount of fentanyl, as alleged in
2 the indictment.

3 PENALTIES

4 6. Defendant understands that the statutory maximum sentence
5 that the Court can impose for a violation of Title 21, United States
6 Code, Sections 841(a)(1), (b)(1)(A)(vi) is life imprisonment, a
7 lifetime period of supervised release, a fine of \$10,000,000 or twice
8 the gross gain or gross loss resulting from the offense, whichever is
9 greatest, and a mandatory special assessment of \$100.

10 7. Defendant understands that the statutory mandatory minimum
11 sentence that the Court must impose for a violation of Title 21,
12 United States Code, Sections 841(a)(1), (b)(1)(A)(vi) is 10 years'
13 imprisonment, a five-year period of supervised release, and a
14 mandatory special assessment of \$100.

15 8. Defendant understands that supervised release is a period
16 of time following imprisonment during which defendant will be subject
17 to various restrictions and requirements. Defendant understands that
18 if defendant violates one or more of the conditions of any supervised
19 release imposed, defendant may be returned to prison for all or part
20 of the term of supervised release authorized by statute for the
21 offense that resulted in the term of supervised release.

22 9. Defendant understands that, by pleading guilty, defendant
23 may be giving up valuable government benefits and valuable civic
24 rights, such as the right to vote, the right to possess a firearm,
25 the right to hold office, and the right to serve on a jury.
26 Defendant understands that he is pleading guilty to a felony and that
27 it is a federal crime for a convicted felon to possess a firearm or
28 ammunition. Defendant understands that the conviction in this case

1 may also subject defendant to various other collateral consequences,
2 including but not limited to revocation of probation, parole, or
3 supervised release in another case and suspension or revocation of a
4 professional license. Defendant understands that unanticipated
5 collateral consequences will not serve as grounds to withdraw
6 defendant's guilty plea.

7 10. Defendant and his counsel have discussed the fact that, and
8 defendant understands that, if defendant is not a United States
9 citizen, the conviction in this case makes it practically inevitable
10 and a virtual certainty that defendant will be removed or deported
11 from the United States. Defendant may also be denied United States
12 citizenship and admission to the United States in the future.
13 Defendant understands that while there may be arguments that
14 defendant can raise in immigration proceedings to avoid or delay
15 removal, removal is presumptively mandatory and a virtual certainty
16 in this case. Defendant further understands that removal and
17 immigration consequences are the subject of a separate proceeding and
18 that no one, including his attorney or the Court, can predict to an
19 absolute certainty the effect of his conviction on his immigration
20 status. Defendant nevertheless affirms that he wants to plead guilty
21 regardless of any immigration consequences that his plea may entail,
22 even if the consequence is automatic removal from the United States.

23 11. Defendant understands that, under 21 U.S.C. § 862a,
24 defendant will not be eligible for assistance under state programs
25 funded under the Social Security Act or Federal Food Stamp Act or for
26 federal food stamp program benefits, and that any such benefits or
27 assistance received by defendant's family members will be reduced to
28 reflect defendant's ineligibility.

FACTUAL BASIS

2 12. Defendant admits that defendant is, in fact, guilty of the
3 offense to which defendant is agreeing to plead guilty. Defendant
4 and the USAO agree to the statement of facts provided below and agree
5 that this statement of facts is sufficient to support a plea of
6 guilty to the charge described in this agreement and to establish the
7 Sentencing Guidelines factors set forth in paragraph 14 below but is
8 not meant to be a complete recitation of all facts relevant to the
9 underlying criminal conduct or all facts known to either party that
10 relate to that conduct.

11 On or about October 26, 2022, in Los Angeles County, within the
12 Central District of California, defendant knowingly and intentionally
13 distributed approximately 920.9 grams of a mixture and substance
14 containing a detectable amount of fentanyl, approximately 1.707
15 kilograms of methamphetamine, and approximately 4.004 kilograms of a
16 mixture and substance containing a detectable amount of cocaine. At
17 the time he distributed these drugs, defendant knew that he was
18 distributing federally controlled substances.

19 Specifically, on or about October 5, 2022, defendant texted an
20 individual who defendant believed to be a customer interested in
21 purchasing firearms and drugs, but who in fact was an undercover
22 special agent ("UC-1") working for the Bureau of Alcohol, Tobacco,
23 Firearms, and Explosives ("ATF"), and informed that individual that
24 he had firearms for sale. During this text exchange, defendant sent
25 UC-1 four photographs depicting firearms defendant was offering for
26 sale. Approximately two weeks later, defendant confirmed to UC-1
27 that he would sell UC-1 firearms and narcotics, including "20zips[]n
28 5 boats [for] 16500," meaning approximately 1.25 pounds of pressed

1 fentanyl and 5,000 fentanyl-laced pills for \$16,500. During this
2 exchange, defendant also offered to sell UC-1 cocaine, and sent
3 multiple photographs of bricks of cocaine.

4 Between October 19, 2022 and October 26, 2022, defendant sent
5 multiple messages to UC-1 to confirm and finalize the terms of the
6 sale. On October 19, 2022, defendant once again asked UC-1 if he/she
7 wanted to purchase four kilograms of cocaine, and clarified that the
8 cost of the ten firearms he had for sale would be \$16,000. A few
9 days later, on October 23, 2022, defendant sent UC-1 three more
10 photographs of firearms. And on October 25, 2022, defendant asked
11 UC-1 if he/she wanted to purchase five pounds of methamphetamine, and
12 offered to sell the five pounds of methamphetamine to UC-1 for
13 \$5,000.

14 On October 26, 2022, defendant met with UC-1 at a warehouse in
15 Los Angeles County to complete the transaction. After arriving at
16 the warehouse with a co-conspirator, defendant exited the driver's
17 side door of his vehicle holding a white plastic bag, and then
18 retrieved two cardboard boxes, a small black backpack, and a small
19 blue backpack from the trunk of his vehicle. Defendant then provided
20 the white plastic bag, two cardboard boxes, and two backpacks to UC-1
21 and another individual who defendant believed to be a firearms and
22 drug customer, but who was in fact another undercover special agent
23 working for ATF, in exchange for an agreed-upon sale price of
24 \$10,000. A subsequent search of the bag, boxes, and backpacks
25 revealed that they contained the following: approximately 487 grams
26 of fentanyl powder; approximately 4,016 fentanyl-laced pills with a
27 total weight of approximately 433.9 grams; approximately 1.760
28 kilograms of 97% pure methamphetamine; 4.004 kilograms of a mixture

1 or substance containing cocaine; a Glock model 43X 9x19mm caliber
2 pistol bearing serial number AGSW331; an HS Produkt model XD40 .40
3 caliber pistol bearing serial number XD594345; a Taurus model G2C
4 9x19mm caliber pistol bearing serial number TLW07676; a Czeska
5 Zbrojovka model Scorpion EVO 3 S1 9x19mm caliber pistol bearing
6 serial number F121229; a Czeska Zbrojovka model Scorpion EVO 3 S1
7 9x19mm caliber pistol bearing serial number E098806; and 27 rounds of
8 9mm Luger ammunition.

9 Defendant possessed the above-described firearms and ammunition
10 during the offense knowing that he had previously been convicted of
11 at least one of the following felony crimes, each punishable by a
12 term of imprisonment exceeding one year:

13 (1) Robbery, in violation of California Penal Code Section 211,
14 in the Superior Court for the State of California, County of Los
15 Angeles, Case Number BA434636, on or about September 9, 2016; and

16 (2) Prison Assault, in violation of California Penal Code
17 Section 4501(b), in the Superior Court for the State of California,
18 County of Kern, Case Number DF015039C, on or about December 16, 2020.

19 Defendant further admits that, from May 26, 2022 to October 26,
20 2022, defendant sold 36 firearms and 16 machinegun conversion kits to
21 individuals defendant believed were firearms customers. At all
22 relevant times during this period, defendant did not have a license
23 to import, manufacture, deal, or sell firearms, and knew that his
24 conduct of dealing and selling firearms without a license was
25 unlawful.

26 SENTENCING FACTORS

27 13. Defendant understands that in determining defendant's
28 sentence the Court is required to calculate the applicable Sentencing

1 Guidelines range and to consider that range, possible departures
2 under the Sentencing Guidelines, and the other sentencing factors set
3 forth in 18 U.S.C. § 3553(a). Defendant understands that the
4 Sentencing Guidelines are advisory only, that defendant cannot have
5 any expectation of receiving a sentence within the calculated
6 Sentencing Guidelines range, and that after considering the
7 Sentencing Guidelines and the other § 3553(a) factors, the Court will
8 be free to exercise its discretion to impose any sentence it finds
9 appropriate between the mandatory minimum and the maximum set by
10 statute for the crime of conviction.

11 14. Defendant and the USAO agree to the following applicable
12 Sentencing Guidelines factors:

13 Base Offense Level: 36 U.S.S.G. § 2D1.1(a) (5)

14 Possession of a Dangerous
15 Weapon: +2 U.S.S.G. § 2D1.1(b) (1)

16 Defendant and the USAO reserve the right to argue that additional
17 specific offense characteristics, adjustments, and departures under
18 the Sentencing Guidelines are appropriate.

19 15. Defendant understands that there is no agreement as to
20 defendant's criminal history or criminal history category.

21 16. Defendant and the USAO reserve the right to argue for a
22 sentence outside the sentencing range established by the Sentencing
23 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a) (1),
24 (a) (2), (a) (3), (a) (6), and (a) (7).

25 WAIVER OF CONSTITUTIONAL RIGHTS

26 17. Defendant understands that by pleading guilty, defendant
27 gives up the following rights:

28 a. The right to persist in a plea of not guilty.

b. The right to a speedy and public trial by jury.

c. The right to be represented by counsel -- and if

3 necessary have the Court appoint counsel -- at trial. Defendant
4 understands, however, that, defendant retains the right to be
5 represented by counsel -- and if necessary have the Court appoint
6 counsel -- at every other stage of the proceeding.

d. The right to be presumed innocent and to have the

8 burden of proof placed on the government to prove defendant guilty
9 beyond a reasonable doubt.

e. The right to confront and cross-examine witnesses

11 against defendant.

f. The right to testify and to present evidence in opposition to the charges, including the right to compel the attendance of witnesses to testify.

q. The right not to be compelled to testify, and, if

16 defendant chose not to testify or present evidence, to have that
17 choice not be used against defendant.

h. Any and all rights to pursue any affirmative defenses, amendment or Fifth Amendment claims, and other pretrial that have been filed or could be filed.

WAIVER OF APPEAL OF CONVICTION

22 18. Defendant understands that, with the exception of an appeal
23 based on a claim that defendant's guilty plea was involuntary, by
24 pleading guilty defendant is waiving and giving up any right to
25 appeal defendant's conviction on the offense to which defendant is
26 pleading guilty. Defendant understands that this waiver includes,
27 but is not limited to, arguments that the statute to which defendant
28 is pleading guilty is unconstitutional, and any and all claims that

1 the statement of facts provided herein is insufficient to support
2 defendant's plea of guilty.

3 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

4 19. Defendant agrees that, provided the Court imposes a total
5 term of imprisonment within or below the range corresponding to an
6 offense level of 36 and the criminal history calculated by the Court,
7 defendant gives up the right to appeal all of the following: (a) the
8 procedures and calculations used to determine and impose any portion
9 of the sentence; (b) the term of imprisonment imposed by the Court;
10 (c) the fine imposed by the Court, provided it is within the
11 statutory maximum; (d) to the extent permitted by law, the
12 constitutionality or legality of defendant's sentence, provided it is
13 within the statutory maximum; (e) the term of probation or supervised
14 release imposed by the Court, provided it is within the statutory
15 maximum; and (f) any of the following conditions of probation or
16 supervised release imposed by the Court: the conditions set forth in
17 Second Amended General Order 20-04 of this Court; the drug testing
18 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
19 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

20 20. The USAO agrees that, provided (a) all portions of the
21 sentence are at or above the statutory minimum and at or below the
22 statutory maximum specified above and (b) the Court imposes a term of
23 imprisonment of no less than 210 months, the USAO gives up its right
24 to appeal any portion of the sentence.

25 WAIVER OF COLLATERAL ATTACK

26 21. Defendant gives up any right to bring a post-conviction
27 collateral attack on the conviction or sentence, except a post-
28 conviction collateral attack based on a claim of ineffective

1 assistance of counsel, a claim of newly discovered evidence, or an
2 explicitly retroactive change in the applicable Sentencing
3 Guidelines, sentencing statutes, or statutes of conviction.
4 Defendant understands that this waiver includes, but is not limited
5 to, arguments that the statute to which defendant is pleading guilty
6 is unconstitutional, and any and all claims that the statement of
7 facts provided herein is insufficient to support defendant's plea of
8 guilty.

9 RESULT OF WITHDRAWAL OF GUILTY PLEA

10 22. Defendant agrees that if, after entering a guilty plea
11 pursuant to this agreement, defendant seeks to withdraw and succeeds
12 in withdrawing defendant's guilty plea on any basis other than a
13 claim and finding that entry into this plea agreement was
14 involuntary, then (a) the USAO will be relieved of all of its
15 obligations under this agreement; and (b) should the USAO choose to
16 pursue any charge that was either dismissed or not filed as a result
17 of this agreement, then (i) any applicable statute of limitations
18 will be tolled between the date of defendant's signing of this
19 agreement and the filing commencing any such action; and
20 (ii) defendant waives and gives up all defenses based on the statute
21 of limitations, any claim of pre-indictment delay, or any speedy
22 trial claim with respect to any such action, except to the extent
23 that such defenses existed as of the date of defendant's signing this
24 agreement.

25 RESULT OF VACATUR, REVERSAL, OR SET-ASIDE

26 23. Defendant agrees that if the count of conviction is
27 vacated, reversed, or set aside, both the USAO and defendant will be
28 released from all their obligations under this agreement.

EFFECTIVE DATE OF AGREEMENT

24. This agreement is effective upon signature and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney.

BREACH OF AGREEMENT

6 25. Defendant agrees that if defendant, at any time after the
7 signature of this agreement and execution of all required
8 certifications by defendant, defendant's counsel, and an Assistant
9 United States Attorney, knowingly violates or fails to perform any of
10 defendant's obligations under this agreement ("a breach"), the USAO
11 may declare this agreement breached. All of defendant's obligations
12 are material, a single breach of this agreement is sufficient for the
13 USAO to declare a breach, and defendant shall not be deemed to have
14 cured a breach without the express agreement of the USAO in writing.
15 If the USAO declares this agreement breached, and the Court finds
16 such a breach to have occurred, then: (a) if defendant has previously
17 entered a guilty plea pursuant to this agreement, defendant will not
18 be able to withdraw the guilty plea, and (b) the USAO will be
19 relieved of all its obligations under this agreement.

20 26. Following the Court's finding of a knowing breach of this
21 agreement by defendant, should the USAO choose to pursue any charge
22 that was either dismissed or not filed as a result of this agreement,
23 then:

24 a. Defendant agrees that any applicable statute of
25 limitations is tolled between the date of defendant's signing of this
26 agreement and the filing commencing any such action.

speedy trial claim with respect to any such action, except to the extent that such defenses existed as of the date of defendant's signing this agreement.

c. Defendant agrees that: (i) any statements made by defendant, under oath, at the guilty plea hearing (if such a hearing occurred prior to the breach); (ii) the agreed to factual basis statement in this agreement; and (iii) any evidence derived from such statements, shall be admissible against defendant in any such action against defendant, and defendant waives and gives up any claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure, or any other federal rule, that the statements or any evidence derived from the statements should be suppressed or are inadmissible.

COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

OFFICE NOT PARTIES

27. Defendant understands that the Court and the United States Probation and Pretrial Services Office are not parties to this agreement and need not accept any of the USAO's sentencing recommendations or the parties' agreements to facts or sentencing factors.

28. Defendant understands that both defendant and the USAO are free to: (a) supplement the facts by supplying relevant information to the United States Probation and Pretrial Services Office and the Court, (b) correct any and all factual misstatements relating to the Court's Sentencing Guidelines calculations and determination of sentence, and (c) argue on appeal and collateral review that the Court's Sentencing Guidelines calculations and the sentence it

chooses to impose are not error, although each party agrees to maintain its view that the calculations in paragraph 14 are consistent with the facts of this case. While this paragraph permits both the USAO and defendant to submit full and complete factual information to the United States Probation and Pretrial Services Office and the Court, even if that factual information may be viewed as inconsistent with the facts agreed to in this agreement, this paragraph does not affect defendant's and the USAO's obligations not to contest the facts agreed to in this agreement.

29. Defendant understands that even if the Court ignores any sentencing recommendation, finds facts or reaches conclusions different from those agreed to, and/or imposes any sentence up to the maximum established by statute, defendant cannot, for that reason, withdraw defendant's guilty plea, and defendant will remain bound to fulfill all defendant's obligations under this agreement. Defendant understands that no one -- not the prosecutor, defendant's attorney, or the Court -- can make a binding prediction or promise regarding the sentence defendant will receive, except that it will be between the statutory mandatory minimum and the statutory maximum.

NO ADDITIONAL AGREEMENTS

30. Defendant understands that, except as set forth herein, there are no promises, understandings, or agreements between the USAO and defendant or defendant's attorney, and that no additional promise, understanding, or agreement may be entered into unless in a writing signed by all parties or on the record in court.

1 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

2 31. The parties agree that this agreement will be considered
3 part of the record of defendant's guilty plea hearing as if the
4 entire agreement had been read into the record of the proceeding.

5 AGREED AND ACCEPTED

6 UNITED STATES ATTORNEY'S OFFICE
7 FOR THE CENTRAL DISTRICT OF
CALIFORNIA

8 E. MARTIN ESTRADA
United States Attorney

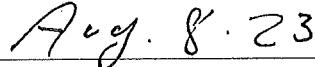
9 
10 DECLAN T. CONROY
11 Assistant United States Attorney

12 
13 JOSE LUIS ALONSO
Defendant

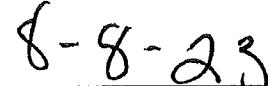
14 
15 KELLEY LANE MUNOZ
16 Attorney for Defendant
JOSE LUIS ALONSO

8/11/2023

Date



Date



Date

CERTIFICATION OF DEFENDANT

2 I have read this agreement in its entirety. I have had enough
3 time to review and consider this agreement, and I have carefully and
4 thoroughly discussed every part of it with my attorney. I understand
5 the terms of this agreement, and I voluntarily agree to those terms.
6 I have discussed the evidence with my attorney, and my attorney has
7 advised me of my rights, of possible pretrial motions that might be
8 filed, of possible defenses that might be asserted either prior to or
9 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
10 of relevant Sentencing Guidelines provisions, and of the consequences
11 of entering into this agreement. No promises, inducements, or
12 representations of any kind have been made to me other than those
13 contained in this agreement. No one has threatened or forced me in
14 any way to enter into this agreement. I am satisfied with the
15 representation of my attorney in this matter, and I am pleading
16 guilty because I am guilty of the charge and wish to take advantage
17 of the promises set forth in this agreement, and not for any other
18 reason.

JOSE LUIS ALONSO
Defendant

Aug. 8. 2023
Date

JOSE LUIS ALONSO
Defendant

Date

11

11

11

CERTIFICATION OF DEFENDANT'S ATTORNEY

2 I am JOSE LUIS ALONSO's attorney. I have carefully and
3 thoroughly discussed every part of this agreement with my client.
4 Further, I have fully advised my client of his rights, of possible
5 pretrial motions that might be filed, of possible defenses that might
6 be asserted either prior to or at trial, of the sentencing factors
7 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
8 provisions, and of the consequences of entering into this agreement.
9 To my knowledge: no promises, inducements, or representations of any
10 kind have been made to my client other than those contained in this
11 agreement; no one has threatened or forced my client in any way to
12 enter into this agreement; my client's decision to enter into this
13 agreement is an informed and voluntary one; and the factual basis set
14 forth in this agreement is sufficient to support my client's entry of
15 a guilty plea pursuant to this agreement.

KELLEY LANE MUNOZ
KELLEY LANE MUNOZ
Attorney for Defendant
JOSE LUIS ALONSO

8-8-23

Date